

**Daniel H. Skerritt**, OSB No. 681519  
Direct Dial: (503) 802-2024  
Facsimile: (503) 972-3724  
E-Mail: dan.skerritt@tonkon.com  
**Timothy J. Conway**, OSB No. 851752  
Direct Dial: (503) 802-2027  
Facsimile: (503) 972-3727  
E-Mail: tim.conway@tonkon.com  
**James K. Hein**, OSB No. 054621  
Direct Dial: (503) 802-2129  
Facsimile: (503) 972-3829  
E-Mail: james.hein@tonkon.com

**TONKON TORP LLP**  
1600 Pioneer Tower  
888 S.W. Fifth Avenue  
Portland, OR 97204

Attorneys for TAM-AIR, Inc.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re

**AIRCRAFT INVESTOR RESOURCES, LLC**, as consolidated with *In re Epic Air, LLC* (09-40041-rld7) and *In re Aircraft Completion Services, LLC* (10-30185-rld7)

Debtor.

Case No. 09-38458-rld11

**KENNETH S. EILER**, Trustee,

Plaintiff,

v.

**ER1, LLC**, a Nevada limited liability company, **NIGRO, INC.**, a Nevada corporation, **QUICK-TURN TECHNOLOGIES NEVADA, LLC**, a Nevada limited liability company, and **TAM-AIR, INC.**, a Delaware corporation.

Defendants,

Case No. 10-03002-rld

**TAM-AIR, INC.'S ANSWER TO FIRST AMENDED COMPLAINT**

1 TAM-AIR, Inc. ("TAM-AIR") responds to the First Amended Complaint  
2 ("Complaint") filed by Plaintiff Kenneth S. Eiler, Chapter 11 Trustee (the "Trustee") for the  
3 estate of Aircraft Investor Resources, LLC, as consolidated with the estates of Epic Air, LLC,  
4 and Aircraft Completion Services, LLC (together, "AIR" or "Debtor"):

5 1. No response is required to the allegations contained in ¶ 1 of the  
6 complaint.

7 2. TAM-AIR admits the allegations in ¶ 2 of the complaint.

8 3. TAM-AIR admits the allegations in ¶ 3 of the complaint.

9 4. TAM-AIR admits that this is a core proceeding.

10 5. TAM-AIR is without knowledge or information sufficient to form a  
11 belief as to the truth of the allegations in ¶ 5 of the complaint and on that basis denies the  
12 same.

13 6. TAM-AIR is without knowledge or information sufficient to form a  
14 belief as to the truth of the allegations in ¶ 6 of the complaint and on that basis denies the  
15 same.

16 7. TAM-AIR is without knowledge or information sufficient to form a  
17 belief as to the truth of the allegations in ¶ 7 of the complaint and on that basis denies the  
18 same.

19 8. TAM-AIR admits the allegations in ¶ 8 of the complaint.

20 9. TAM-AIR admits the allegations in ¶ 9 of the complaint.

21 10. TAM-AIR admits the allegations in ¶ 10 of the complaint.

22 11. TAM-AIR admits the allegations in ¶ 11 of the complaint.

23 12. TAM-AIR admits the allegations in ¶ 12 of the complaint.

24 13. TAM-AIR is without knowledge or information sufficient to form a  
25 belief as to the truth of the allegations in ¶ 13 of the complaint and on that basis denies the  
26 same.

1           14.     TAM-AIR denies that it is party to any lease as alleged by the Trustee.  
2 TAM-AIR is without knowledge or information sufficient to form a belief as to the truth of  
3 the remaining allegations in ¶ 14 of the complaint and on that basis denies the same.

4           15.     TAM-AIR is without knowledge or information sufficient to form a  
5 belief as to the truth of the allegations in ¶ 15 of the complaint and on that basis denies the  
6 same.

7           16.     TAM-AIR is without knowledge or information sufficient to form a  
8 belief as to the truth of the allegations in ¶ 16 of the complaint and on that basis denies the  
9 same.

10          17.     TAM-AIR denies the allegations in ¶ 17 of the complaint.

11          18.     TAM-AIR is without knowledge or information sufficient to form a  
12 belief as to the truth of the allegations in ¶¶ 18–30 of the complaint and on that basis denies  
13 the same.

14          19.     The allegations in ¶¶ 31–49 relate to claims brought against parties  
15 other than TAM-AIR and, as such, no response is required. To the extent a response is  
16 required, TAM-AIR is without knowledge or information sufficient to form a belief as to the  
17 truth of those allegations and on that basis denies the same.

18          20.     In response to ¶ 50 of the complaint, TAM-AIR incorporates its  
19 responses contained in ¶¶ 1–19 above.

20          21.     TAM-AIR is without knowledge or information sufficient to form a  
21 belief as to the truth of the allegations in ¶ 51 of the complaint and on that basis denies the  
22 same.

23          22.     TAM-AIR denies the allegations in ¶¶ 52–54 of the complaint.

24          23.     TAM-AIR specifically denies all allegations in the complaint not  
25 expressly admitted in this answer.

26     ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6

4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6

6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26

8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 20
- 21
- 22
- 23
- 24
- 25
- 26

3  
4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26

4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26

6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26

7  
8  
9  
20  
21  
22  
23  
24  
25  
26

28  
29  
30  
31  
32  
33  
34  
35  
36

20  
21  
22  
23  
24  
25  
26

22  
23  
24  
25  
26

25  
26

26

1           35.     Quite the contrary, the Trustee strictly controlled the premises and  
2 only allowed anyone access to the premises on a few occasions.

3           36.     During the rest of the time, TAM-AIR, like all other third-parties, was  
4 excluded from the premises by the Trustee.

5           37.     It is inequitable under a contribution or indemnity theory to require  
6 TAM-AIR to pay one-third of the rent when the Trustee excluded TAM-AIR from the  
7 premises.

8                                   **ATTORNEY FEES**

9           38.     The Trustee has not alleged a basis for recovering attorney's fees from  
10 TAM-AIR, and yet Trustee asks for that relief in its complaint. TAM-AIR denies that the  
11 Trustee is entitled to recover attorney fees and costs from TAM-AIR.

12           39.     If TAM-AIR succeeds in its defense of the Trustee's claims based on  
13 the Sub-Sub Lease, then TAM-AIR is entitled to recover its attorney fees and costs from the  
14 estate pursuant to the Sub-Sub Lease.

15           WHEREFORE, TAM-AIR respectfully requests that this Court enter  
16 judgment against the Trustee on the Trustee's claims against TAM-AIR, that TAM-AIR be  
17 awarded its reasonable attorney fees and costs incurred herein, and that the Court order such  
18 other and further relief as it deems just or equitable.

19           DATED: July 30, 2010.

20                                   TONKON TORP LLP

21  
22                                   By       /s/ James K. Hein        
23 James K. Hein, OSB No. 054621  
24 Attorney for TAM-AIR, Inc.  
25  
26

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served the foregoing **TAM-AIR, INC.'S ANSWER TO**  
3 **FIRST AMENDED COMPLAINT** on all parties receiving ECF notices through the Court's  
4 Case Management/Electronic Case File system on the date set forth below.

5 DATED: July 30, 2010.

6 TONKON TORP LLP

7 By /s/ James K. Hein  
8 James K. Hein, OSB No. 054621  
9 Attorneys for TAM-AIR, Inc.

10 035247/00001/2342718v1  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26